

WIRTZ LAW APC

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Attorneys for Defendant BMW OF NORTH AMERICA, LLC

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

LORENA GODINEZ,

Plaintiff,

vs.

**BMW OF NORTH AMERICA, LLC, a
Delaware Limited Liability Company,
and DOES 1 through 10, inclusive,**

Defendants.

Case No.: 2:17-cv-5072-ODW-RAO

**JOINT STATEMENT OF THE
CASE**

1 Plaintiff Lorena Godinez, and Defendant BMW of North America LLC
2 (“BMW NA”), respectfully submit the following Joint Statement of the Case to be
3 read to the jury at trial:

4 On December 31, 2009, Plaintiff Lorena Godinez purchased the subject 2010
5 BMW 328iSA from McKenna BMW. Plaintiff claims the vehicle was delivered
6 containing defects that substantially impaired the use, value and safety of the vehicle
7 and that even though she brought the defects to the attention of BMW NA’s
8 authorized repair facility, the defects could not be or were not repaired. Plaintiff
9 also claims that BMW NA failed to promptly replace or buy back the vehicle as
10 required under the Song Beverly Warranty Act, California’s Lemon Law, and that
11 BMW NA’s failure to promptly replace or buy back the vehicle was “willful.”

12 BMW NA contends that the subject 2010 BMW 328iSA was generally
13 acceptable and fit for its ordinary purposes, and that there were no defects covered
14 by the written warranty which were presented an unreasonable number of repair
15 attempts. BMW NA further contends that the use, value or safety of the subject
16 vehicle has not been substantially impaired. Finally, BMW NA contends that it acted
17 in good faith in declining to repurchase the vehicle and that it has not willfully
18 violated the law.

Respectfully Submitted,

DATED: October 9, 2018

WIRTZ LAW APC

By: /s/ Amy R. Smith
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Attorneys for Plaintiff,
LORENA GODINEZ

DATED: October 9, 2018

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